

SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This is a severance agreement and release of claims between Weber County and Zackary Myers. It takes effect as soon as both parties have signed it below.

RECITALS

WHEREAS, Myers has been employed as a deputy with the Weber County Sheriff's Office; and

WHEREAS, Myers has decided to voluntarily resign his employment with the County; and

WHEREAS, the parties recognize the mutual benefit of the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree and covenant as follows:

I. MYERS'S OBLIGATIONS

- A. Myers hereby resigns his employment with the County, effective at 5:00 p.m. on June 20, 2019.
- B. Myers agrees to the release of claims stated in part III of this agreement.
- C. Myers certifies that he will deliver to the County or cause to be delivered to the County, within two business days after signing this agreement, the following:
 - a. All County equipment, including but not limited to software, cell phones, pagers, weapons, etc., and all documents or other tangible materials, whether originals, copies, or abstracts, and including, without limitation, books, records, manuals, files, training materials, calling or business cards, correspondence, computer printout documents, contracts, orders, messages, phone and address lists, memoranda, notes, work papers, agreements, drafts, invoices and receipts, which in any way relate to County business and were furnished to Myers by the County or were prepared, compiled, used, or acquired by the County, excluding personal items paid for by Myers.
 - b. All keys, badges, passwords, and access codes for County premises, facilities, and equipment, including, without limitation, vehicles, offices, desks, storage cabinets, safes, data processing systems, and communications equipment. The above reference shall include any personal property, equipment, or documents prepared, used, or acquired by Myers with County funds while he was employed by the County, excluding personal items paid for by Myers.
- D. Myers acknowledges that some information about his case has already been disclosed, such as information provided to POST, and that the County is unable to retrieve this information.

- E. Myers agrees to the language of the document described in paragraph II.D of this agreement. He acknowledges the concessions listed in that document. He agrees not to seek monetary damages for any actions taken by the Weber County Attorney's Office based on a *Brady/Giglio* determination made by the Weber County Attorney's Office.

II. COUNTY'S OBLIGATIONS

- A. The County will allow Myers to voluntarily resign in lieu of termination.
- B. The County will pay Myers any remaining payment that he is entitled to under County policy based on the resignation.
- C. The County will comply with applicable laws governing the release of information about Myers.
- D. The County will add a supplemental findings document to Myers's internal affairs investigation with the Weber County Sheriff's Office that says the following:

As the result of an investigation into allegations of sexual harassment by Deputy Zackary Myers, the Weber County Sheriff's Office initially developed concerns about what it perceived as a potential pattern of incomplete and misleading answers to questions. After consulting with the Weber County Attorney's Office, the Sheriff's Office preliminarily determined that Deputy Myers was *Brady/Giglio* impaired for three reasons: (1) misleading, vague, and contradictory answers; (2) lack of recollection; and (3) sexual harassment, which from the Sheriff's Office perspective, could be viewed as a bias against women if he has to testify in a case involving women.

Deputy Myers concedes that he was unable to recall certain particularized information he was asked about during the internal affairs interviews from incidents that happened four days prior to being interviewed; that the Sheriff's Office developed concerns that his answers could be viewed as misleading, vague, and contradictory; and that the Sheriff's Office believes that he engaged in behavior that may have constituted sexual harassment under the Weber County Sheriff's Office policy. The Sheriff's Office has concerns about these issues, but recognizes that Deputy Myers acknowledged and admitted to saying and/or doing things in several instances that Deputy Myers knew were likely to result in disciplinary action being taken against him. Given these statements against his own interest, and recognizing the evidentiary difficulties of proving, by substantial evidence, what Deputy Myers did or did not remember during his interviews, the Sheriff's Office is willing to give Deputy Myers the benefit of the doubt on the matters Deputy Myers said he could not recall, such that there is insufficient evidence that Deputy Myers was dishonest or misleading. As such, any prior sustained finding relating to dishonesty is hereby changed to "not sustained". The sustained finding as to sexual harassment remains in effect.

Also, Deputy Myers and the Sheriff's Office agree to defer to the Weber County Attorney's Office on whether any of Deputy Myers's actions implicate any *Brady/Giglio* considerations, as these matters are more appropriately considered

by the prosecutor based on his or her prosecutorial discretion.

III. RELEASE OF CLAIMS

- A. In consideration of the promises set forth in this agreement, Myers, on behalf of himself and his heirs and estate, hereby releases the County, its officers, agents, and employees from all claims, liabilities, promises, agreements, and lawsuits (including claims for attorney's fees, costs, back pay, front pay, benefits, and punitive and compensatory damages) of any nature whatsoever, including those asserting individual liability and claims to payment or credit under the County's policies or benefit plans (except a claim for any vested pension benefit or workers' compensation benefit), arising from or related to his employment with the County, his separation from employment, or the County's exercise of its rights or obligations under this agreement (including compliance with applicable laws governing the disclosure of information about Myers). However, Deputy Myers does not waive his statutory right to be defended by the County in the event Myers is sued by a third-party in relation to the execution of his duties undertaken for the benefit of the County, while employed by the County.
- B. This release includes all claims of race, color, sex, national origin, ancestry, religion, disability, or other discrimination, harassment, or retaliation under the Utah Anti Discrimination Act, Section 34A5101 (and sections following) of the Utah Code Annotated; any similar or related statutes of Utah; Title VII of the Civil Rights Act of 1964, 42 USC. Section 2000e (and sections following); the Employee Retirement Income Security Act, 29 USC. Section 1001 (and sections following); the Reconstruction Era Civil Rights Act, 42 USC Section 1981 (and sections following); the Americans with Disabilities Act, 42 USC Section 12101 (and sections following); the Family and Medical Leave Act, 29 USC Section 2601 (and sections following); the Worker Adjustment and Retraining Notification Act, 29 USC Section 2100 (and sections following); and the amendments to such laws, as well as any related statute of Utah.
- C. This release includes claims of any nature whatsoever, whether based on a theory of breach of contract, promissory estoppel, wrongful termination, personal injury, defamation, loss of consortium, distress, humiliation, loss of standing and prestige, public policy, or any other tort, and whether such claims are currently known or unknown to Myers.

IV. GENERAL

- A. This agreement constitutes the entire agreement and understanding of the parties regarding its subject matter and supersedes all prior agreements, arrangements, oral representations, and understandings. This agreement may be amended only by a writing signed by both parties.
- B. No waiver with respect to any provision of this agreement shall be effective unless in writing. The waiver by either party of a breach of any provision of this agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach.

C. This agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

D. Myers acknowledges that:

- a. he has not been pressured, coerced, or otherwise forced into this agreement, and he is entering into this agreement voluntarily;
- b. he has not relied upon any statement or promise made by the County that is not contained in this agreement;
- c. he understands this agreement;
- d. he understands and intends that this agreement fully and completely releases the County from any claims he may have, as stated above; and
- e. he understands his right, and has been advised, to discuss this agreement with a private attorney.

E. The laws of the State of Utah shall govern this agreement.

(Signatures on following page)

DATED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted

Commissioner Harvey voted

Commissioner Jenkins voted

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor



Zackary Myers

Date: 9/9/2019